

GERALD M. SHAPIRO  
Licensed in Illinois & Florida  
DAVID S. KREISMAN  
Licensed in Illinois  
SHARI SELTZER BARAK

JOHN A. DICARO  
Managing Attorney

FRANK M. CASSARA  
MICHAEL J. CHATWIN  
BRIDGET M. DEHMLER  
JILLIAN K. FARRAR  
GARY M. KANELIS  
ANTHONY J. IACCHETTA  
ELLIS M. OSTER  
ALISSA L. WILSON

RALPH J. ESPOSITO  
KAREN R. MCCLOSKEY  
Of Counsel

Law Offices of  
**Shapiro, DiCaro & Barak, LLC**  
250 Mile Crossing Boulevard  
Suite One  
Rochester, New York 14624  
(585) 247-9000  
FAX(585) 247-7380

LONG ISLAND OFFICE

SHARI SELTZER BARAK  
Managing Attorney

105 Maxxess Road  
Suite N100  
Melville, NY 11747  
(631) 844-9611  
FAX(631) 844-8525

JOSE ARIAS, JR.  
JOHN D. DELLO-IACONO  
JENNIFER RANDO CRISTIANO

July 14, 2011

Melissa King-Kaplan  
62 West Clinton Avenue  
Irvington, NY 10533

RE: Loan#: [REDACTED]  
Mortgagor: Kurt Rosen and Kurt Rosen Asset Management Trust and Melissa King-Kaplan  
Property Address: 62 West Clinton Avenue, Irvington, NY 10533  
S&D#: 11-007708

Dear Ms. King-Kaplan:

We are in receipt of your request for information pertaining to the sums necessary to pay off the above referenced mortgage account. The amount listed below must be tendered to this office by July 21, 2011 in order to satisfy the loan in full.

\$497,308.20 made payable to JPMorgan Chase Bank, National Association (Including Attorney Fees and Costs)

The following is a breakdown of the amount due:

|                                 |                    |
|---------------------------------|--------------------|
| Principal Balance               | \$427,527.59       |
| Interest from 8/1/10 to 7/22/11 | 12,215.45          |
| Escrow Advances                 | 52,814.18          |
| Accrued Late Charges            | 276.00             |
| Property Inspections            | 208.00             |
| Recording Fee                   | 80.50              |
| Attorney Fees                   | 2,080.00           |
| Foreclosure Certificate         | 486.00             |
| Foreclosure Filing Fees         | 436.00             |
| Process Serving Fee             | 770.00             |
| Court Document Cost             | 79.48              |
| Cancellation of Lis Pendens     | 335.00             |
| Total                           | <hr/> \$497,308.20 |

Funds received after the above date will not be accepted. If you can not tender the full amount due by this date, please contact our office when you are in a position to either pay off the loan or bring the account current and advise us of the date when you expect to be able to tender funds. We will then provide updated figures good through that date.

**Please do not send an insufficient amount as the funds will automatically be returned.** If you do not have sufficient funds to reinstate this loan, by the aforementioned date, the mortgagor may submit, in writing, an alternative payment proposal that we will forward to our client for review. Please be advised that the requests for special payment arrangements take approximately 4-6 weeks for review, and during that time we will proceed with the foreclosure action unless the action is stayed due to a bankruptcy. Upon receipt, our client will be in contact with you regarding specific financial requirements necessary for any payment arrangements. **Acceptance into a Loss Mitigation program is not guaranteed.**

Acceptance of funds and satisfaction of the mortgage are both subject to verification by our client. Please note that we are continuing with the foreclosure and fees and costs or advanced by the mortgagee may be due in addition to the sum quoted above. Upon verification of acceptance of said funds, this office will discontinue the foreclosure action and cancel the Notice of Pendency filed against the property.

**ALL SUMS DUE MUST BE SUBMITTED IN THE FORM OF AN OFFICIAL BANK CHECK, CERTIFIED CHECK OR BANK ATTORNEY CLOSING ACCOUNT CHECK. ATTORNEY TRUST CHECKS WILL BE ACCEPTED ONLY IF PRIOR APPROVAL HAS BEEN OBTAINED FROM THIS OFFICE.**

Please note that this letter is sent to you without prejudice to any foreclosure proceedings, nor shall same constitute or be deemed a waiver of any of our client's rights nor affect the fact that the loan has been accelerated and the principal balance is now due. Further, this letter may not be used in any Court for any purpose whatsoever, and is sent to you for informational purposes only.

Thank you for your cooperation.

  
Clare M. Goodwin

Reinstatement/Payoff Manager  
Shapiro, DiCaro & Barak, LLC  
250 Mile Crossing Boulevard  
Suite One  
Rochester, NY 14624  
RPM/nrr

**THIS FIRM IS A DEBT COLLECTOR. THIS LETTER IS AN ATTEMPT TO COLLECT A DEBT; ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

**If you are under the protection of the U.S. Bankruptcy Code, this is NOT a demand for payment. This letter is provided for information purposes only at your request.**